

*SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY, UTAH 84070
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING
DECEMBER 2009*

REQUEST FOR PROPOSAL:

This is an informal solicitation of quotations which will be privately reviewed to determine that the functional requirements of the City are met. The City shall be the sole judge as to which quotation constitutes the "lowest and/or most responsible quote". An award will be made after the appropriate approvals are received.

PROJECT TITLE:

VENTILATION OF THE WATER DEPARTMENT OPERATIONS BUILDING
9150 South 150 East, Sandy Utah

REQUIREMENTS:

*Proposals must be received no later than **10:00 A.M., TUESDAY, JANUARY 5, 2010** by the Purchasing Department at City Hall, 10000 Centennial Parkway, Room 330 Sandy, Utah 84070. Proposals received after the deadline shall not be considered and will be returned to the bidder unopened.

*Site walk through will be held at the building site, 9150 So. 150 East, Sandy on **Tuesday, December 29, 2009 at 10:00 AM.**

*Insurance and Bonds will be required as stated in Exhibit A attached. Please carefully review required limits. Exceptions will not be permitted.

*Proposals must be submitted in a sealed envelope with the project title "WATER BUILDING VENTILATION" and your company name and address clearly marked on the face of the envelope.

* For further project information contact, Larry Bowler, Water Operations Manager, 352-4403.

The right is reserved to reject any/or all quotes received, to waive any informality or technicality in the received quotes, when deemed in the best interest of Sandy City Corporation. All quotes that meet, exceed or are comparable to minimum specifications will be accepted.

For Sandy City
Mindi J. Bos
Purchasing Agent

**SANDY CITY
SPECIFICATIONS
VENTILATION OF WATER OPERATIONS BUILDING**

A. PROPOSAL SUBMITTAL

Proposals must be sealed and clearly marked with the project title on the front. The envelope should also bear the name of the bidder and the company address.

Proposals must be signed by an authorized representative of the company. The signature is interpreted to signify the bidder's intent to comply with all terms, conditions and specifications set forth in the contract documents.

All prices and notations shall be printed in ink or type-written. No erasures will be permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the original figure and shall be initialed in ink by the person signing the proposal.

Submit Two (2) copies of the proposal. Late proposals will NOT be considered and returned to the bidder unopened.

B. SITE EXAMINATION

Bidders should carefully examine the specifications including addenda prior to submitting a proposal. A Pre-Bid walk through will be held at the building located at 9150 South 150 East, Sandy, at 10:00 AM, Tuesday December 29, 2009. It is extremely important to become fully informed of all existing conditions and limitations of the facility. Any interpretation of the proposed documents will only be made by addenda duly issued and a copy of such addenda will be made available to each plan holder prior to bid submittal.

C. REQUIRED BONDS AND INSURANCE

Insurance will be required as stated in the Exhibit A attached to this request. Take note of limits and company rating required in that document. A performance and payment bond, each in the amount of 100 percent of the contract price, with a corporate surety approved by owner (see Exhibit A), will be required to ensure faithful performance of the contract. The duration of the performance and payment bond shall be one year after the anticipated completion date of the project.

Attorneys-in-fact who sign bid, payment and performance bonds must file with each bond a certified and effective dated copy of their power of attorney signed with original signatures or facsimile.

The party to who the contract is awarded will be required to provide the performance, payment and all other required bonds (including certificates of insurance), within ten calendar

days from the date when Notice of Award is delivered to the bidder.

The party to who the contract is awarded will be required to execute the agreement within ten calendar days from the date when the contracts are delivered to the bidder. If bidder fails to execute the contract, the owner may consider the bidder in default, in which case the bid bond accompanying the bid shall become property of the owner.

D. CONTRACT AWARD

It is the intent of Sandy City to award the contract based upon the lowest and most responsible proposal provided that the proposal has been submitted in accordance with the requirements stated in the solicitation documents. The experience and references of the Contractor will ultimately be a determining factor in the contract award. Furthermore, a Contractor's previous experience with the City will also be considered in awarding the contract. The City reserves the right to make this award in whole or part.

E. SUBCONTRACTORS

All bidders shall submit to the City a list of subcontractors to be used on the project. This list shall be binding upon the contractor, however, Sandy City has the right to reject any or all subcontractors listed which the owner feels is unqualified to do the work.

F. PROPOSALS SHOULD INCLUDE:

- 1) An evaluation of the existing ventilation system.
- 2) Recommendations for improvements
- 3) Design and installation of a new ventilation system, if required.
- 4) Recommendations should bring the building current with all applicable codes for ventilation.

G. BUILDING INFORMATION:

Sandy City purchased this building in early 2009. The intent is to use the building for our Water Department Operations facility. Trucks, construction supplies and employees will all share the building space. The City recently contracted for a seismic upgrade to the building and office space for employees.

This building was constructed in 1984 and is 121,000 square feet, with approximately 6,000 square feet of office space. It is 35 feet in height and is a concrete tilt-up construction. The warehouse area will be used as parking for various vehicles and heavy equipment.

“EXHIBIT A”
INSURANCE AND BOND REQUIREMENTS FOR
PARTIES CONTRACTING WITH SANDY CITY
FOR: PUBLIC UTILITIES OPERATIONS BUILDING
VENTILATION SYSTEM DESIGN/BUILD

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. **PROFESSIONAL LIABILITY:** \$2,000,000 combined single limit per occurrence for premises/operations, products, public display, bodily injury, personal injury and property damages..
2. **GENERAL LIABILITY:** \$2,000,000 combined single limit per occurrence, personal injury and property damage. \$3,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better).
3. **AUTOMOBILE LIABILITY:** \$2,000,000 per occurrence. “Any Auto” coverage is required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. **PAYMENT & PERFORMANCE BONDS:** In an amount no less than 100% of the contract.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention, exceeding 5% limit of policy, must be declared to and approved by Sandy City. At the option of Sandy City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

A. Sandy City, its officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by

or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Sandy City, its officers, officials, employees or volunteers.

B. The contracting party's insurance coverage shall be a primary insurance as respects to Sandy City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, its officers, officials, employees or volunteers.

D The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

II. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for Sandy City.

III. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Sandy City.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the Director of Risk Management .

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.